

## STATE OF SOUTH CAROLINA

## (Caption of Case)

Example: Application for a Class C Charter Certificate from  
John Doe dba Doe's Limo

Application to Amend Tariff by DG Delivery  
Services, LLC

BEFORE THE  
PUBLIC SERVICE COMMISSION  
OF SOUTH CAROLINA

## TRANSPORTATION COVER SHEET

## DOCKET

NUMBER: 2016 - \_\_\_\_ - T

If this is your first time filing an application with the PSC, you will not have a Docket Number. The Commission will assign one to you. If you have filed with the Commission before, a Docket Number was assigned and should be entered above.

(Please type or print)

Submitted by: David Popowski

Telephone: 843.722.8301

Address: Popowski Law Firm, LLC

Fax: 843.722.8309

Suite 110, 171 Church Street

Other:

Charleston, SC 29401

Email: david@popowskilaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- |   |   |
|---|---|
| <input type="checkbox"/> Application - Class A/A Restricted   | <input type="checkbox"/> Request for Name Change on Certificate                   |
| <input type="checkbox"/> Application - Class C Taxi   | <input type="checkbox"/> Request to Amend Scope of Authority                      |
| <input type="checkbox"/> Application - Class C Charter  | <input checked="" type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application - Class C Charter Bus  | <input type="checkbox"/> Request to Amend Passenger Limit                         |
| <input type="checkbox"/> Application - Class C Non-Emergency  | <input type="checkbox"/> Request  |
| <input type="checkbox"/> Application - Class C Stretcher Van  | <input type="checkbox"/> Exhibit  |
| <input type="checkbox"/> Application - Class E Household Goods  | <input type="checkbox"/> Late-Filed Exhibit                                       |
| <input type="checkbox"/> Application - Class E Hazardous Waste  | <input type="checkbox"/> Letter   |
| <input type="checkbox"/> Application  | <input type="checkbox"/> Proposed Order   |
| <input type="checkbox"/> Request for Extension to Comply with Order   | <input type="checkbox"/> Publisher's Affidavit                                    |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain a Certificate of Public Convenience and Necessity to be Rescinded | <input type="checkbox"/> Reservation Letter                                       |
| <input type="checkbox"/> Request for Cancellation of Certificate  | <input type="checkbox"/> Response   |
| <input type="checkbox"/> Request for Suspension   | <input type="checkbox"/> Return to Petition                                       |
| <input type="checkbox"/> Request for Reinstatement  | <input type="checkbox"/> Other: _____   |

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

Print Form

Reset Form

**CLASS E AMENDMENT FORM**

<b>Mail or Fax a copy of this form to:</b>  <b>Public Service Commission of South Carolina Clerk's Office 101 Executive Center Dr., Ste 100 Columbia, S.C. 29210</b>  <b>PHONE (803) 896-5100 FAX (803) 896-5199</b>	<b>Need Assistance with completing the Form?</b>  <b>SC Office of Regulatory Staff Transportation Department</b>  <b>PHONE: (803) 737-0800</b>
--	--

DATE: December 22, 2016

I have the following Certificate of Public Convenience and Necessity:

☒ Class E Household Goods # 9747-A      ☐ Class E Hazardous Waste # \_\_\_\_\_

Please consider this as my request for the following amendment(s) to my Certificate:

☐ **Name Change**

From: \_\_\_\_\_  
(Current Name)

\_\_\_\_\_  
(Current DBA, if Applicable)

To: \_\_\_\_\_  
(New Name)

\_\_\_\_\_  
(New DBA, if Applicable)

☐ **Scope of Authority**

\_\_\_\_\_  
(Current Scope)

\_\_\_\_\_  
(New Scope)

(NOTE: All requests for expanded scope of authority for household goods movers require the filing of a full application and a formal hearing before the Public Service Commission. Any request to expand beyond three contiguous counties requires additional justification and will require the presentation of a shipper witness(s) at the hearing before the PSC.)

☒ **Tariff (change in rates, fuel surcharge, etc. Attach any appropriate documentation)**

David Popowski  
(Name)

Popowski Law Firm, Suite 110, 171 Church Street, Charleston, SC 29401

(Street and/or Mailing Address)

  
(Signature)

843.722.8301  
(Telephone Number)

DG Delivery Services, LLC  
(DBA if applicable)

2408-A Ashley River Road, Charleston, SC 29414

(City, State, Zip Code)

Attorney  
(Title) Owner, President, etc.

# POPOWSKI LAW FIRM, LLC

171 CHURCH STREET, SUITE 110  
CHARLESTON, SOUTH CAROLINA 29401  
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TELEPHONE (843) 722-8301  
FACSIMILE (843) 722-8309  
EMAIL: david@popowskilaw.com

December 22, 2016

**Via Electronic Filing**

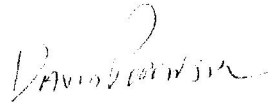
Jocelyn G. Boyd, Esquire  
Chief Clerk and Administrator  
Public Service Commission of South Carolina  
Post Office Box 11649  
Columbia, South Carolina 29211

RE: Docket No. 2016-262-T, Application of DG Delivery Services, LLC – Amended Tariff

Dear Ms. Boyd:

Enclosed for filing with the Commission and its consideration are the proposed Amended Tariff, Cover Sheet and ORS Class E Amendment Form. A redline version of the Tariff showing the changes from the existing Tariff is attached as Exhibit A and a clean copy is Exhibit B. If this in order, I look forward to receiving your Notice of Filing to proceed with this matter. With best regards, I am

Sincerely yours,



David Popowski

Cc w/enc. : George Parker, Office of Regulatory Staff  
Thomas Fimian

# **EXHIBIT A**

Draft 12/21/2016 12:40 PM

**AMENDED REGULATIONS AND SCHEDULE OF CHARGES**

**APPLICABLE TO CERTAIN INTRASTATE HOUSEHOLD**

**GOODS MOVES WITHIN THE STATE OF SOUTH CAROLINA**

**DG DELIVERY SERVICES, LLC**

## **TABLE OF CONTENTS**

Title Page	1
Table of Contents	2
Applicability of Tariff	3
<b><u>SECTION 1</u></b>	4
1.0 Transportation Charges	4
1.1 Hourly Rates and Charges	4
1.2 Office Hours / Minimum Hourly Charges	4
<b><u>SECTION 2</u></b>	5
2.0 Additional Services	5
2.1 Bulky Article Charges	5
2.2 Elevator or Stair Carry	5
2.3 Pickup and Delivery	5
2.4 Packing and Unpacking	5
2.5 Piano Charges	6
2.6 Articles, Special Servicing	6
2.7 Waiting Time	6
2.8 Fuel Surcharge	6
<b><u>SECTION 3</u></b>	
3.0 Rules and Regulations	7
3.1 Claims	7
3.2 Computing Charges	8
3.3 Governing Publications	8
3.4 Items of Particular Value	8
3.5 Bill of Lading, Contract Terms, Conditions	8
3.6 Delays	8
3.7 Insurance	8
3.8 Contents of Containers	9
3.9 Wear and Tear	9
3.10 Booking and Cancellation Fee	9

### **Applicability of Tariff**

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by DG Delivery Services, LLC (“Carrier”). These services are furnished between points and places in Charleston, Berkeley and Dorchester Counties to points and places in South Carolina.

## **SECTION 1**

### **1.0 Transportation Charges**

Transportation Charges include the hourly rates as listed below.

### **1.1 Hourly Rates and Charges**

The hourly rate is ~~\$75.00 per hour with a one hour minimum.~~ Moves will be conducted on a "straight time" basis, with a minimum hourly charge as set out below plus actual travel time. The clock starts at the appropriate hourly rate when the movers leave the Carrier's office location, and includes the movers estimate return time to the office location.

<b>Number of Movers</b>	<b>Hourly Rate</b>
Two Men and a Truck	\$95.00
Three Men and a Truck	\$120.00
Each Additional Man \$30.00 per man/per hour	

### **1.2 Office Hours / Minimum Hourly Charges:**

Carrier will operate Monday – Friday, 8:00 am – 6:00 pm. (excluding recognized Federal Holidays).

After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If a customer cancels within 48 hours of their move, Carrier will charge the applicable minimum. Hourly rates are the same, seven days a week, 24 hours a day, in every season of the year. Customers are not charged an additional fee for overtime labor.

## **SECTION 2**

### **2.0 ADDITIONAL SERVICES**

The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

#### **2.1 Bulky Article Charges (per item)**

- Floor Model Television (48" or above) - \$135
- ~~Pool Tables - \$296~~
- Gun cabinet - \$95
- Steel Gun Cabinet (in excess of 400 lbs.) - \$195
- ~~Hot Tubs, Whirlpools - \$295~~
- Riding Lawnmowers - \$145
- Freezers - \$125
- Flat Screen Televisions (41" or above) - \$105.00
- ~~Golf Carts - \$195~~

#### **2.2 Elevator, Stair, Excessive Distance and Long Carry Charges**

Carrier charges an additional \$90.00 fee for elevator or stair carry and/or distances greater than 50 feet per item). Moves outside of Charleston/Berkeley/Dorchester County area are charged an additional \$1.9/mile (for entire driving distance).

#### **2.3 Pick Up and Delivery**

Carrier does not charge an additional fee for making additional pick-ups or deliveries after the initial stop.

#### **2.4 Packing and Unpacking**

**2.4.1** Carrier does not charge an additional fee for packing and unpacking. The packing rate is the same as the hourly rate listed in Section 1.1. Packing material is to be supplied by customer.

**2.4.2** Carrier is not responsible for items packed by the customer. Boxes containing fragile or breakable items must be properly labeled. Carrier reserves the right to decline any moves consisting of extremely large or fragile items.

## **2.5 Piano Charges**

The following extra charges will apply to all piano moves: Upright pianos \$195.00, baby grand piano \$265.00, grand piano \$375.00 in addition to our hourly rate. A pass through of outside contractor charges and service plus 10% will apply for any hiring of rigging or crane service or any other service necessary to complete delivery if applicable. Pass through (approval, hiring and authorization of outside contractor services will be the shipper's responsibility and shall be added to the moving contract).

## **2.6 Articles, Special Servicing**

The rates and charges in this tariff do not include servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

## **2.7 Waiting Time**

The customer is charged the rates specified in Section 1.1 for all waiting time or delays which are not the fault of Carrier.

## **2.8 Fuel Surcharge**

In accordance with South Carolina Public Service Commission Directive dated July 16, 2008, in Docket No. 2008-220-T, Carrier shall also charge a fuel surcharge of \$ 7.50 per delivery and \$15.00 per residential move.

## **SECTION 3**

### **3.0 RULES AND REGULATIONS**

#### **3.1 Claims**

- 3.1.1** As a condition precedent to recovery, all claims for loss, damage or overcharge must be written setting forth specifically the items lost or damaged and amount claimed for each item, and should be attached to the Bill of Lading.
- 3.1.2** Claimant must notify carrier within 30 days after delivery of the property or, in case of failure to make delivery, then within nine months after a reasonable time, for delivery has elapsed; and suits shall be instituted against Carrier only within two years and one day from the day when notice in writing is given by the Carrier to the claimant that the Carrier has disallowed the claim or any part or parts thereof specified in the notice. Where claims are not filed or suits are not instituted thereon in accordance with the foregoing provisions, the Carrier shall not be liable, and such claims will not be paid. Carrier must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Carrier reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate for the damage in accordance with the Bill of Lading. If there is damage, notify immediately. Carrier's employees or agents will complete a Damage Report before they leave your site. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.
- 3.1.4** This shipment will move subject to the rules and conditions of this Tariff and the terms on the Bill of Lading. The Carrier's liability for loss and damage will be 60 cents per pound per article unless a greater amount is specified by the shipper; however, Carrier's liability is limited pursuant to South Carolina Code Section 36-7-309. **Duty of care; contractual limitation of carrier's liability**, to a total of \$30,000 for any one shipment.

### **3.2 Computing Charges**

Carrier's rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.1.

### **3.3 Governing Publications**

Carrier rates and charges are governed by the terms and conditions of this tariff, the Bill of Lading and statutes, regulations and common law of South Carolina.

### **3.4 Items of Particular Value**

Carrier does not assume any liability whatsoever for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, alcoholic beverages, firearms, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Carrier will not accept responsibility for safe delivery of such articles if they come into Carrier's possession with or without Carrier's knowledge.

### **3.5 Bill of Lading, Contract Terms, and Conditions**

Each customer will be provided with a copy of Carrier's Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.

### **3.6 Delays**

Carrier shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

### **3.7 Insurance**

Customer shall obtain adequate insurance to protect them from loss or damage of goods. The carrier's liability for loss and damage will be \$.60 per pound per article unless a greater amount is specified by the shipper. Discuss limit of cargo insurance coverage.

### **3.8 Contents of Containers**

Carrier is not responsible for contents of drawers, containers, or items of similar nature

### **3.9 Wear and Tear:**

Ordinary wear and tear in handling is not Carrier's responsibility. Ordinary wear and tear on walls, ceilings, doorways, hallways, window frames, staircases, or elevators is not Carrier's responsibility. Ordinary wear and tear on carpeted flooring, wood floors, linoleum, painted floors, and floor base trim of any type is not Carrier's responsibility.

### **3.10 Booking and Cancellation Fee:**

A non-refundable \$50.00 booking fee will apply to all customers who set up service with Carrier. This fee will be deducted from the total amount of services on move day.

## **EXHIBIT B**

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2.8 Fuel Surcharge	6
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